

**MICHIGAN CRIMINAL JUSTICE INFORMATION NETWORK (MiCJIN)  
AGREEMENT TO PAY  
SOFTWARE FEES FOR MiCJIN PREMIUM PACKAGE**

This Agreement is made and entered into by and between the Michigan State Police (hereinafter the MSP), and

Name of Agency: \_\_\_\_\_

(hereinafter, the SUBSCRIBER)

ORI: \_\_\_\_\_

Address (Street, City, State, Zip) \_\_\_\_\_

Telephone Number \_\_\_\_\_

**I. DEFINITIONS**

AGREEMENT: Contract between the Michigan State Police and the SUBSCRIBER

STATE POLICE SYSTEM(S): electronic records management or information retrieval systems owned and operated by the Michigan Department of State Police to which the SUBSCRIBER has access

SUBSCRIBER: Criminal justice agency using system(s) provided by the Michigan Department of State Police for record entry and/or record searches

MICR: Michigan Incident Crime Reporting

MSP: Michigan State Police

SUBSCRIBERS' LAN: The SUBSCRIBERS' Local Area Network

**II. COMMENCEMENT/DURATION**

This Agreement shall commence on the date as listed below for the SUBSCRIBER signature and continue until MSP or the SUBSCRIBER terminates service. The MSP or the SUBSCRIBER may, upon thirty (30) days written notice stating the reasons for termination and the effective date, cancel this Agreement.

This Agreement is effective upon the completion of all signatures regardless of the order in which they are placed. The Agreement is binding on all of the agencies that are a party to this Agreement, regardless of the future status and authority of the signatories.

The MSP reserves the right to immediately suspend furnishing any information or services provided for in this Agreement to SUBSCRIBER when the MiCJIN User Agreement, any MSP or Michigan CJIS policy or guideline, or any law of this state or federal government applicable to the security or privacy of information is violated or appears to be violated by the SUBSCRIBER or by any of its operator(s), staff, or employees. Reinstatement may be possible upon receipt of satisfactory assurances that such violations did not occur or have been corrected.

AUTHORITY: 1997 PA 99 & 101 & MCLA 28.6 COMPLIANCE: VOLUNTARY, however, failure to complete Agreement will result in denial of request.
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### **III. SUBSCRIBER RESPONSIBILITIES**

The SUBSCRIBER agrees to pay for the applicable MSP software as indicated on Addendum A (Software Fees) and their Michigan Criminal Justice Information Network (MiCJIN) Service Application. The Basic Package currently will be provided free of charge. The Premium Package is billed based on the number of full time sworn officers as reported in the MICR report, regardless of the number of actual users. *Non law enforcement agencies will be billed for each authorized user (as defined by having access to one or more applications in the MiCJIN portal).* Billing will occur quarterly.

The SUBSCRIBER agrees, if accessing the MSP network via an Internet connection, to use a two-factor authentication SecurID token. This token is available from MSP and will be billed at the current prevailing rate. The token remains the property of the State of Michigan and cannot be transferred. There is an additional charge for lost or destroyed tokens.

The SUBSCRIBER agrees to make payment by the due date as indicated on the invoice. The MSP reserves the right to cancel service if the SUBSCRIBER is delinquent. Payment shall be made to the order of the State of Michigan and remitted to the following address:

Michigan State Police  
Management Services Division  
Attn: Cashier's Office  
714 South Harrison Road  
East Lansing, MI 48823

The SUBSCRIBER agrees to assume the costs associated with access to the MSP network including all financial responsibilities for the PC equipment and the SUBSCRIBER's LAN. Recurring and non-recurring costs of communications connectivity to the MSP network shall remain the SUBSCRIBER's responsibility. SUBSCRIBER will also be responsible for operator training and applicable service fees.

The SUBSCRIBER agrees to pay for all operator personnel costs, as well as all local equipment, power, and supply costs for the operation of the MSP systems at the local level.

This Agreement is conditionally approved subject to and contingent upon the availability of MSP funds.

This Agreement is to be executed concurrently with the appropriate MiCJIN User Agreement.

### **IV. NON-DISCRIMINATION**

In the performance of this Agreement, the SUBSCRIBER shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms or conditions of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, marital status, age, height, weight, or because of a disability unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 27.2101 and the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended by 1998 PA 20, MCL 37.1101 et seq. and any breach thereof may be regarded as a material breach of this Agreement.

### **V. MISCELLANEOUS**

- 1) **Waiver** - The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.

- 2) **Modifications** – Any changes, amendments, or revisions to this Agreement shall only be effective if made in writing with the written concurrence authorized by both the MSP and the SUBSCRIBER.
- Either party may change their address as set forth in this Agreement; such change shall be effective seven (7) days after written notice of such change is given. The SUBSCRIBER must notify the MiCJIN Agency Access Coordinator of any address change.
- 3) **Governing Law** - This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan.
- 4) **Headings** - The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- 5) **Independent Contractor Relationship** - The relationship between the MSP and the SUBSCRIBER is that of an independent contractor and client. No agent, employee, or servant of the MSP shall be deemed to be an employee, agent, or servant of the SUBSCRIBER. The SUBSCRIBER will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- 6) **No Third Party Beneficiaries** - It is expressly understood and agreed by the parties that this Agreement and the services provided are not intended to inure to the benefit or detriment of any third party.
- 7) **Severability** - If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such finding will not affect the other provisions of the Agreement, all of which shall remain in full force and effect.
- 8) **Notices** - All notices to be given under this Agreement, except for emergency service requests, shall be in writing and shall be deemed given (a) upon personal delivery, or (b) one business day after deposit with a nationally recognized overnight courier service, or (c) two business days after deposit in a United States Postal receptacle if sent certified mail, return receipt requested. Any of the foregoing methods may be used to give such notice.

For the MICHIGAN STATE POLICE:

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*Signature (Criminal Justice Information Center Representative)*

*Title*

*Date*

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*Printed Name*

For the SUBSCRIBER:

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*Signature*

*Title*

*Date*

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*Printed Name*

For the SUBSCRIBER'S FINANCIAL OFFICER:

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*Signature*

*Title*

*Date*

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*Name of Agency:*

## **AGREEMENT TO PAY - ADDENDUM A SOFTWARE FEES EFFECTIVE JANUARY 1, 2005**

### **SOFTWARE**

#### **BASIC PACKAGE**

There will be no charge for the Basic Package. The Basic Package includes:

- ♦ APRS data entry
- ♦ SNAP (mugshots) contributing agencies only
- ♦ MICR data entry and extraction
- ♦ MiDIRS SOS photo retrieval
- ♦ NetRMS Crash module
- ♦ NetRMS Intelligence module

#### **PREMIUM PACKAGE**

The Premium Package will cost \$90 per full time sworn officer per year. The Premium Package will include the features of the Basic Package plus:

- ♦ NetRMS Incident module
- ♦ NetRMS Citation module
- ♦ Ask MILES information sharing tool
- ♦ SNAP (mugshots) non-contributors only

The count of officers for billing purposes will be taken from the MICR report submitted December 31 of each year and will remain constant for the year.

Non-law enforcement agencies will be billed for each authorized user (as defined by having access to one or more applications in the MiCJIN portal).

The Premium Package fees will be effective beginning January 2005.

These costs do not include: telecommunications costs, local system security costs, SecurID token costs for Internet access to these applications or training/certification on the applications.

SecureID tokens are \$11.00 monthly and will be billed quarterly. The charge for lost or damaged tokens is \$85.00.